

RECORDATION NO. **19732-I** FILED

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SURFACE TRANSPORTATION BOARD

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20036

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January 3, 2012

**Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423**

Dear Section Chief,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Consent and Release of Lien Indenture, dated as of December 30, 2011, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed with the Commission and Board under Recordation Number 19732.

The names and addresses of the parties to the enclosed document are:

**Owner Trustee/
Lessor:**

**Wells Fargo Bank Northwest, N.A.
299 South Main Street, 12th Floor
Salt Lake City, UT 84111**

**Indenture Trustee: The Bank of New York Mellon Trust Company,
N.A. (successor to BNY Midwest Trust
Company)
One Wall Street
New York, NY 10286**

**Chief
Section of Administration
January 3, 2012
Page 2**

**A description of the railroad equipment covered by the enclosed document
is:**

**203 bi-level autoracks RELEASED: UPL 91969 – UPL 92172 (except
UPL 92141, previously released).**

A short summary of the document to appear in the index is:

Consent and Release of Lien Indenture.

**Also enclosed is a check in the amount of \$41.00 payable to the order of
the Surface Transportation Board covering the required recordation fee.**

**Kindly return stamped copies of the enclosed document to the
undersigned.**

Very truly yours,



Edward M. Luria

**EML/sem
Enclosures**

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SURFACE TRANSPORTATION BOARD

Execution Version

CONSENT AND RELEASE OF LIEN OF INDENTURE

WHEREAS, Wells Fargo Bank Northwest, N.A., not in its individual capacity except as otherwise specifically provided therein, but solely as Owner Trustee (in such capacity, the "Owner Trustee"), executed and delivered (i) that certain Amended and Restated Trust Agreement (UPRR 1995-A-3) dated as of December 1, 2006, between General Electric Capital Corporation, as Owner Participant, and Wells Fargo Bank Northwest, N.A., as Owner Trustee (as amended, supplemented or otherwise modified through the date hereof, the "Trust Agreement"), and (ii) that certain Indenture and Security Agreement (UPRR 1995-A-3) dated as of December 1, 2006, (as amended, supplemented or modified through the date hereof, the "Indenture"), between Wells Fargo Bank Northwest, N.A., not in its individual capacity but solely as Owner Trustee, and The Bank of New York Mellon Trust Company, N.A. (as successor to BNY Midwest Trust Company), as Indenture Trustee (in such capacity, the "Indenture Trustee") covering the Indenture Estate (as defined in the Indenture), including without limitation the equipment (the "Subject Equipment") described on Schedule 1 hereto;

WHEREAS, a Memorandum of Indenture and Security Agreement (UPRR 1995-A-3) dated as of December 1, 2006 between the Owner Trustee and the Indenture Trustee was filed with the Surface Transportation Board (the "STB") on November 29, 2006 under Recordation number 19732-E and deposited in the Office of the Registrar General of Canada (the "RGC") on November 29, 2006;

WHEREAS, the Owner Trustee and Union Pacific Railroad Company ("UPRR"), as Lessee, are parties to that certain Lease Agreement dated as of November 1, 1995 and a Memorandum of Lease Agreement was filed with the Interstate Commerce Commission (the "ICC") on November 30, 1995 under Recordation number 19732 and deposited with the RGC on November 30, 1995;

WHEREAS, the Owner Trustee, UPRR and the Indenture Trustee are parties to a Lease and Indenture Supplement No. 1 dated December 13, 1995 ("Supplement No. 1");

WHEREAS, the Owner Trustee, UPRR and the Indenture Trustee are parties to a Lease and Indenture Supplement No. 2 dated December 1, 2006 ("Supplement No. 2"), a memorandum of which was filed with the STB on November 29, 2006 under Recordation No. 19732-F and deposited with the RGC on November 29, 2006;

WHEREAS, (i) the Owner Trustee has paid or caused to be paid all amounts due and payable on the Series A Certificates under the Indenture, (ii) the Basic Term for the Type A Equipment has expired, and (iii) the Lessee is currently returning to the Owner Trustee the Units of Type A Equipment in accordance with the terms of the Lease;

WHEREAS, the Owner Trustee intends to sell the Units of Type A Equipment in one or more transactions following Lessee's return of such Units to the Owner Trustee in compliance with the terms of the Lease;

WHEREAS, the Owner Trustee requests the Indenture Trustee to consent and agree that any proceeds of the sale of any Units of Type A Equipment may be paid directly to the Owner Trustee notwithstanding any provision to the contrary set forth in the Indenture or any other Operative Document;

WHEREAS, the Owner Trustee has requested that the Indenture Trustee execute and deliver to, or as directed in writing by, the Owner Trustee this Consent and Release of Lien of the Indenture releasing the Units of Type A Equipment from the Lien of the Indenture in accordance with the terms of Section 7.14 of the Indenture and consenting to the application of the proceeds of any sale of such Units;

WHEREAS, pursuant to the provisions of the Indenture, notwithstanding the release of the Subject Equipment from the Lien of the Indenture requested by the Owner Trustee, the Indenture shall continue to be in full force and effect with respect to, *inter alia*, the rights, obligations, indemnities and immunities of the Indenture Trustee under the Indenture; and

WHEREAS, the Owner Trustee represents and confirms to the Indenture Trustee that the Owner Trustee has complied with all the terms and conditions of the Indenture for the release of the Subject Equipment from the Lien of the Indenture.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner Trustee and the Indenture Trustee, intending to be legally bound, agree as follows:

1. The Indenture Trustee does hereby release the Subject Equipment from the Lien of the Indenture, and authorizes each of the Owner Participant and the Owner Trustee, each acting singly, to (i) terminate any financing statement naming the Indenture Trustee as secured party or assignee covering the Subject Equipment subject to the Lien of the Indenture and (ii) to record such release with the STB and deposit all necessary release documents with the RGC. As provided in the Indenture, the rights, obligations, indemnities and immunities of the Indenture Trustee under the Indenture shall survive the releasing of the property subject thereto (including the Subject Equipment) from the Lien of the Indenture effected herein.

2. Notwithstanding any provision to the contrary set forth in the Indenture or any other Operative Document, the Indenture Trustee consents and agrees that the proceeds of any sale of any Units of Type A Equipment shall be paid directly to the Owner Participant.

3. The Owner Trustee and the Indenture Trustee agree that either the Owner Participant or the Owner Trustee may record or deposit or cause to be recorded or deposited this Consent and Release of Lien of Indenture with the STB and the RGC, as applicable, to release the Subject Equipment from the Lien of the Indenture.

4. This Consent and Release of Lien of Indenture shall in all respects be governed by, and construed in accordance with, the law of the State of New York (excluding the laws applicable to conflicts or choice of law), including all matters of construction, validity and performance.

5. This Consent and Release of Lien of Indenture may be executed in any number of counterparts, each executed counterpart constituting an original but all together constituting only one and the same agreement.

Capitalized terms used but not defined herein shall have the meanings set forth in the Indenture.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Consent and Release of Lien of Indenture to be duly executed and delivered this 30th day of December, 2011.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.,
not in its individual capacity, but solely as Indenture
Trustee under the Indenture defined above

By: 

Title: VICE PRESIDENT

WELLS FARGO BANK NORTHWEST, N.A., not in
its individual capacity but solely
as Owner Trustee

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Consent and Release of Lien of Indenture to be duly executed and delivered this 30th day of December, 2011.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.,
not in its individual capacity, but solely as Indenture
Trustee under the Indenture defined above

By: _____

Title: _____

WELLS FARGO BANK NORTHWEST, N.A., not in
its individual capacity but solely
as Owner Trustee

By: MAE A _____

Name: Michael Arsenault
Vice President

Title: _____

State of Illinois)
) ss:
County of Cook)

On this 22nd day of December, 2011, before me personally appeared D. G. DONOVAN, to me personally known, who being duly sworn, says that he is VICE PRESIDENT of The Bank of New York Mellon Trust Company, N.A., that said instrument was signed and sealed on behalf of said corporation and that said instrument is the free act and deed of said corporation.

[Signature]
Notary Public

My Commission expires on: 1-7-12



State of _____)
) ss:
County of _____)

On this ____ day of December, 2011, before me personally appeared _____, to me personally known, who being duly sworn, says that he is _____ of Wells Fargo Bank Northwest, N.A., that said instrument was signed and sealed on behalf of said corporation and that said instrument is the free act and deed of said corporation.

Notary Public

My Commission expires on: _____

State of _____)
) ss:
County of _____)

On this ____ day of December, 2011, before me personally appeared _____, to me personally known, who being duly sworn, says that he is _____ of The Bank of New York Mellon Trust Company, N.A., that said instrument was signed and sealed on behalf of said corporation and that said instrument is the free act and deed of said corporation.

Notary Public

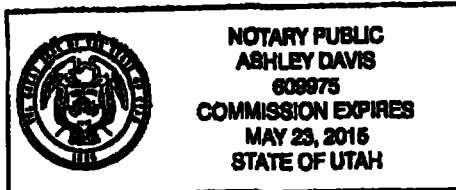
My Commission expires on: _____

State of Utah)
) ss:
County of Salt Lake)

On this 22nd day of December, 2011, before me personally appeared Michael Arsenault, to me personally known, who being duly sworn, says that he is VICE PRESIDENT of Wells Fargo Bank Northwest, N.A., that said instrument was signed and sealed on behalf of said corporation and that said instrument is the free act and deed of said corporation.

A. Davis
Notary Public

My Commission expires on: May 23, 2015



CERTIFICATION

I, Edward M Luna, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated

1/3/12

Edward M Luna

Edward M Luna